

1. Name of Registrant

ARNOLD & PORTER

2. Registration No.

1750

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for \_\_\_\_\_

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☐ Other purpose (specify) \_\_\_\_\_

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Attached Letter Agreement

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

This amendment to Registrant's Registration Statement is to give notice of change in information relating to a foreign principal of the registrant, Government of Canada, and to file a copy of the attached letter agreement. The response to items 4 and 5 of Exhibit B with respect to the Government of Canada should be amended to state: In addition, as set forth in the attached letter dated September 13, 1988, the Registrant will render legal advice on certain measures relating to a "landing requirement" for salmon and herring on the west coast of Canada. The fee for such representation is to be determined as set forth in the attached letter. The duration of the agreement is through October 31, 1988.

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DEPT OF JUSTICE  
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INTERNAL SECURITY  
OCT 11 1988

The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

Patrick FJ Macrory  
Patrick FJ Macrory .

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at Washington, D.C.  
this 22nd day of September, 19 88 Rosemary Parks  
(Notary or other officer)

My commission expires April 30, 1992  
My commission expires \_\_\_\_\_

Canadian Embassy



Ambassade du Canada

1746 Massachusetts Avenue, N.W.  
Washington, D.C. 20036

September 13, 1988

Arnold & Porter,  
Thurman Arnold Building,  
1200 New Hampshire Avenue, N.W.,  
5th Floor,  
Washington, D.C. 20036.

Attention: Mr. Robert Herzstein

Dear Sirs,

I hereby offer, to the firm of Arnold & Porter (the "firm"), a contract for services, between the firm and the Government of Canada, as represented by the Secretary of State for External Affairs of Canada, subject to the following terms and conditions.

The Government of Canada wishes to obtain legal advice from the firm concerning certain measures to be proposed to institute a "landing requirement" for salmon and herring on the west coast of Canada. It is understood that the services under this contract will be performed, principally, pursuant to a relationship whereby Professor John H. Jackson acts as a consultant of the firm, provided that the obligations of the firm under the contract apply mutatis mutandis to Professor Jackson. It is also understood that the legal advice under this contract will be formulated, principally, by Professor Jackson, and that, in any written advice, Professor Jackson's involvement will be made evident.

The background is that in 1987 the United States challenged longstanding Canadian restrictions on the export of unprocessed pacific salmon and herring. As a result of a GATT panel report the Canadian Government decided to rescind the impugned measures at the end of 1988. It also decided to introduce a GATT-consistent landing requirement for Pacific salmon and herring to meet certain conservation objectives. A private sector advisory group will soon make recommendations concerning the precise content of the proposed landing

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requirement, after which the Government of Canada will have to take a decision. The Government's objective is to tailor a system that meets Canada's GATT obligations while advancing various domestic policies. The advice obtained under this contract will be considered closely when options are reviewed and decisions reached.

In brief, Professor Jackson will be asked to do the following:

- (1) familiarize himself with the relevant background of facts and law by
  - (a) reading the submissions to the GATT panel by both the United States and Canadian Governments as well as the panel report;
  - (b) reviewing relevant communications between the United States and Canadian Governments; and
  - (c) examining the report of the private sector advisory group, which is expected to be ready in the beginning of September;
- (2) travel to Ottawa in the week of September 12 for a day-long consultation with Canadian officials during which the background and the possible options would be reviewed and his oral advice sought; and
- (3) produce a written opinion detailing the legal aspects of the options that he considers would be significant in GATT terms, assessing the strengths and weaknesses of various proposals and recommending any changes in the substance, operation or description of the proposals that might be appropriate under applicable international trade laws.

The firm undertakes that, except as required by United States or Canadian law as may be applicable, neither its members, employees or consultants, will, at any time during and after rendering of the services contracted for, cite, quote, refer to or otherwise communicate any confidential information obtained from the files of the Government of Canada or by any other means without the prior written consent of the Government of Canada. As well, all materials, papers and studies forming part of, or produced in the performance of, this contract and all copyrights therein will be the property of the Government of Canada, and will not be communicated or published without the prior written consent of the Government of Canada. It is understood that the Government of Canada will not be liable for claims in respect of death, disease, illness, injury or disability or loss or damage to property which may be suffered by the firm or its members, employees, or consultants, or anyone else as a result of the performance by the firm or its members, employees, or consultants in carrying out this contract.

During the term of this contract (being from the date of signature of this letter by the firm to October 31, 1988) for the performance of these services to my satisfaction, the Government of Canada will pay the firm at the standard fixed hourly rates set out in the attachment to this contract. Services may be provided by attorneys other than those listed in the attachment provided that they are members or employees of the firm and the rates paid for these attorneys are comparable to the rates fixed in the attachment for attorneys of comparable experience and do not exceed U.S. \$295 per hour. Other employees of the firm may also provide services in support of the attorneys where the fees for the services rendered conform to those listed in the attached schedule.

The Government of Canada will reimburse the firm for:

- (i) actual and reasonable expenses incurred for travel authorized by me (receipts are required as proof of payment); and
- (ii) out-of-pocket expenses related to the performance of the services, such as those for materials, local transportation and photocopies.

Payment under this contract will be made by the Government of Canada subject to the submission of monthly accounts by the firm. The accounts must describe the services performed and must indicate the number of hours spent by each member, employee or consultant of the firm in providing those services. The accounts must also contain the following statement signed by an attorney of your firm:

"I hereby certify the services indicated above were rendered by members, employees or consultants of this firm and that this account truly shows the nature of the services, the time occupied, the fees claimed, disbursements made and all monies received by our law firm in this matter.

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Arnold & Porter"

All work is entrusted to you on the basis that your account is subject to taxation by the Deputy Minister of Justice of Canada, whose taxation will finally determine the remuneration to which you are entitled.

The total amount that may be paid under the terms and conditions of this contract in respect of fees and other expenses is limited to U.S. \$25,000.

This contract cannot be assigned. No member of the House of Commons of Canada will be admitted to any share or part of this contract or to any benefit to arise therefrom.

The Government of Canada has adopted a policy to ensure that contracting for legal services will meet the highest ethical standards. The Attorney General of Canada has made it clear that these standards will be scrupulously observed in the conclusion of all contracts for legal services. The relevant

portion of the policy precludes the entry into contracts with not only a Minister's immediate family, that is, Minister's spouse, parents, children, brothers and sisters, but also any member of the immediate family of his or her spouse, the immediate families of other Ministers and of party colleagues in the House of Commons of Canada and the Senate of Canada. It applies, as well, to organizations outside government in which such family members are employed in senior positions of authority including membership on Boards of Directors. I understand that this aspect of the government rules on conflict of interest has been discussed with you and that your selection complies in every respect with these rules. If this is not the case, or if you are not free to act in this matter pursuant to this letter, please advise me immediately.

It is a term of this contract:

- (1) that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders will derive a direct benefit from this contract; and
- (2) that during the life of this contract any persons engaged in the course of carrying out this contract will conduct themselves in compliance with the principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of this contract that would cause a conflict of interest or seem to cause a departure from these principles, the firm will declare it immediately to me.

This contract will be governed by and construed in accordance with the laws in effect in the Province of Ontario, Canada, provided that: in carrying out this contract, the firm and its members, employees and consultants, will comply with all applicable provisions of United States law, including, without

limiting the generality of the foregoing, the United States Ethics in Government Act of 1978, Foreign Agents Registration Act of 1938 and Federal Regulation of Lobbying Act; and the firm will provide the Embassy with a copy of each statement or report that the firm, or any member, employee or consultant of the firm, files with (a) the Clerk of the House of Representatives of the United States, under the United States Federal Regulation of Lobbying Act, or (b) the Attorney General of the United States, under the United States Foreign Agents Registration Act of 1938.

This letter, upon signature by and on behalf of the firm, will constitute a contract for services between the firm and the Embassy during the period from the date of signature of this letter by the firm to October 31, 1988. It is understood that this contract does not constitute an appointment or an employment of any person in the capacity of an officer, clerk or employee of the Government of Canada or the Secretary of State for External Affairs of Canada. Either party may terminate this contract by giving a thirty-day written notice.

If these terms and conditions are acceptable to the firm, I should be grateful if you would arrange to have this letter signed on behalf of the firm and return this letter to me. A copy is enclosed for your records.

Yours sincerely,

*Allan Gotlieb*

Allan Gotlieb  
Ambassador

I agree to the terms and conditions of this contract.

*Arnold & Porter*  
*by Robert E. Hargrave*  
\_\_\_\_\_  
Arnold & Porter

*7/13/88*  
\_\_\_\_\_  
Date

Attachment



SCHEDULE

Consultant: (U.S. \$285 per hour)

John H. Jackson

Partners: (U.S. \$195-\$295 per hour)

Robert Herzstein  
Patrick F.J. Macrory  
Thomas B. Wilner  
Lawrence A. Schneider  
Richard A. Johnson  
Claire E. Reade

Associates: (U.S. \$140-\$185 per hour)

Stephen E. Becker  
Spencer S. Griffith  
Michael T. Shor  
Grant E. Finlayson  
Matthew J. Seiden

Trade Assistants/Trade Specialists: (U.S. \$45-\$100 per hour)

Harold P. Luks  
Kathleen Norman  
Michael Bosco